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RENT INCREASES



**DO insist on receiving a notice of rent increase on the proper form.
DON'T sign something agreeing to an above guideline rent increase
if you don't want to accept it.**

REGULATIONS

Landlords can raise rents by a set amount each year and can apply to the Residential Tenancy Branch for rent increases above that amount. The percentage for allowable rent increases is the consumer price index (based on the annual rate of inflation) plus two percent.

NOTICE OF RENT INCREASE

Your landlord can raise your rent once a year starting 12 months from the day you moved in and started paying rent. The landlord must give you notice in writing at least three full months before the increase starts. For example, if you pay rent on the first day of the month, your landlord must give you written notice by the last day of the month, three months before the increase takes effect. The notice has to be on a form called “Notice of Rent Increase” from the Residential Tenancy Branch or should at least contain all the information which is on the “Notice of Rent Increase” form.

Wrong notice period

If your landlord gives you less than three full months’ notice, you can pay the old rent until three full months have gone by. For example, if you normally pay rent on the first of the month, and the landlord gives you a “Notice of Rent Increase” on March 1 or later that month, you will start paying the increase on July 1. Because the notice was served in the month of March, that month does not count towards the three month notice period. After that, you have to pay the increased rent. You should write a letter to your landlord telling them the increase does not come into effect until three full months have passed. Tell them when you will start paying the increased rent. Keep a copy of the letter.

You do not have to pay the increase:

- + if you have lived in your place less than a year;
- + if the landlord tries to raise your rent more than once a year;
- + if the notice is not on the proper form;
- + if the landlord only tells you verbally that your rent is increasing.

If your landlord does not give you proper notice, write a letter to the landlord and say why you won't pay the illegal rent increase. Always keep anything your landlord gives you in writing and keep a copy of your letter.

Subsidized housing

Rules about rent increases may not apply if you live in subsidized housing operated by government or non-profit societies. Call BC Housing for more information about how rent is calculated when your rent is subsidized: (604) 433-1711, or outside the Lower Mainland at 1-800-257-7756.

ABOVE GUIDELINE INCREASES

If a rent increase falls within the allowable percentage, it cannot be disputed. You do not have to pay increases higher than the allowable percentage unless the increase is ordered by the Residential Tenancy Branch. If you agree in writing to a rent increase above the allowable percentage, the landlord does not have to apply to the RTB for the increase. However, if you do not agree to the increase, the landlord must apply for an RTB order to increase the rent.

Reasons for higher rent increases

The landlord must apply to the RTB for a rent increase above the allowable percentage. The application fee landlords must pay is \$200, and \$5 for each additional rental unit. The landlord must justify, or prove, to a dispute resolution officer why the rent should be increased above the set amount. The dispute resolution officer can:

- + deny the application or order a smaller rent increase
- + phase-in a large rent increase over a period of time
- + order that the landlord obey certain conditions set out in the order

The law sets out several reasons why a landlord can apply for an increase higher than the set amount, and the dispute resolution officer must consider these reasons which are set out in Section 23 of the Residential Tenancy Regulation. Keep in mind the Regulation is something different from the Act. Residential Tenancy Policy Guideline 37 gives detailed information about what dispute resolution officers will consider in a hearing regarding above guideline rent increases: www.rto.gov.bc.ca/content/publications/policy.aspx.

If the landlord has applied for a higher increase, you have the right to a dispute resolution hearing to present your side of the story to the Residential Tenancy Branch. For example if you have a repair order and the landlord has not done the repairs, you can present that as evidence.

EXTRA OCCUPANTS

You may be charged extra rent if you have additional occupants move in with you after your tenancy begins. The landlord does not have to give you a rent increase notice if your rent goes up because you have additional people move in with you. However, your landlord can only raise your rent based on additional occupants if your written tenancy agreement states how much your rent increases by the number of new occupants.